IN THE HIGH COURT OF UTTARAKHAND AT NAINITAL

Criminal Writ Petition No.1648 of 2006 (M/B)

M/s Moon Medical Equipment Pvt. Ltd.,
C-4F/246, Janakpuri, New Delhi,
Through its Director. …….. Petitioner

Versus

1. State of Uttarakhand,
   through Secretary, Industries.
2. State Industrial Development Corporation of Uttaranchal Ltd.,
   through its Managing Director,
   2 New Cantt, Road, Dehradun,
3. Managing Director,
   State Industrial Development Corporation of Uttaranchal Ltd.,
   2 New Cantt, Road, Dehradun,
4. General Manager,
   State Industrial Development Corporation of Uttaranchal Ltd.,
   2 New Cantt, Road, Dehradun,
5. Assistant General Manager,
   State Industrial Development Corporation of Uttaranchal Ltd.,
   2 New Cantt, Road, Dehradun.

……. Respondents

Mr. Anurag Bisaria, Advocate for the petitioner.
Mr. Subhash Upadhyaya, Brief Holder for respondent No. 1.
Mr. Sudhanshu Dhulia, Senior Counsel with Ms. Puja Banga, Advocate for respondent Nos. 2 to 5.

JUDGMENT

Coram: Hon'ble Rajeev Gupta, C.J.
Hon'ble J.C.S. Rawat, J.

RAJEEV GUPTA, C.J. (Oral)

Mr. Anurag Bisaria, Advocate for the petitioner.

Mr. Subhash Upadhyaya, Brief Holder for respondent No. 1.

Mr. Sudhanshu Dhulia, Senior Counsel with Ms. Puja Banga, Advocate for respondents Nos. 2 to 5.

They are heard.

2. Petitioners M/s Moon medical Equipment Pvt. Ltd. has filed this writ petition for the following reliefs:

> "(i) To issue a writ, order or direction in the nature of certiorari for quash the order dated 07.07.2006 (annexure-1) passed by Respondent no. 3 and the

condition of Rs. 5 lacs bank guarantee imposed in the letter of restoration dated 8.8.2006 be also quashed.

(ii) To issue a writ order or direction in the nature of mandamus commanding the respondent no. 3 to back the bank guarantee of Rs. 5 lacs to the petitioner company.

(iii) To issue any other writ, order or direction which this Hon'ble Court may deem fit and proper in the circumstances of the case.

(iv) To award the cost of the petition to the Petitioner."

3. The petitioners Company, in substance, is seeking quashing of the order dated 07.07.2006 (Annexure No. 1), whereby the allotment and lease of the Industrial Plot No. 67, Sector 6, IIE Pantnagar was cancelled. The petitioner is further seeking quashing of the condition in the order dated 08.08.2006 in regard to the furnishing of bank guarantee to the tune of Rs. 5,00,000/- (Rupees Five Lakhs Only) for restoration of the said industrial plot in favour of the petitioner.

4. As the order dated 07.07.2006, whereby the allotment/lease of the said industrial plot in favour of the petitioner stands superceded by the order of restoration dated 08.08.2006, the petitioner's challenge in the writ petition to the cancellation order dated 07.07.2006 is a misconceived one, as, on the date of filing of the writ petition i.e. 30.11.2006, the order of cancellation dated 07.07.2006 was not in existence at all.

5. So far as the petitioner's challenge to the condition of furnishing of the bank guarantee of Rs. 5,00,000/- (Rupees Five Lakhs Only) is concerned, a bare look at the petitioner's undertaking (Annexure No. 10) would reveal that the bank guarantee of Rs. 5,00,000/- (Rupees Five Lakhs Only) was offered by the petitioner Company voluntarily on their own, which is evident from the following sentence in the petitioner's above undertaking:

"1. That we are depositing a Bank Guarantee of Rs. 5.0 lakhs in favour of SIDCUL as a measure of my

seriousness to commence construction on site immediately."

6. In view of the above-mentioned broad features of the case, we do not find any ground for grant of the reliefs sought by the petitioner in the writ petition.

7. The writ petition, therefore, is liable to be dismissed and is hereby dismissed.

8. Consequently, the interim order dated 22.02.2007 stands vacated automatically.

(J.C.S. Rawat, J.) **(Raveej Gupta, C.J.)**
08.05.2007 08.05.2007

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